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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 21899-A FILED
NOV 6 '00 2-19 PM
TS
SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

November 6, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Memorandum of Assignment and Assumption Agreement, dated as of October 30, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed relates to the Memorandum of Equipment Lease which was previously filed with the Board under Recordation Number 21899.

The names and addresses of the parties to the enclosed document are:

Assignor: Mellon Leasing Corporation
One Mellon Bank Center
Pittsburgh, PA 15258

Assignee: Allfirst Bank
25 South Charles Street
Baltimore, MD 21202

A description of the railroad equipment covered by the enclosed document is:

486 boxcars within the series CNW 716000 - CNW 716496

Mr. Vernon A. Williams
November 6, 2000
Page Two

A short summary of the document to appear in the index follows:

Memorandum of Assignment and Assumption Agreement between
Mellon Leasing Corporation, Assignor, and Allfirst Bank, Assignee,
covering 486 boxcars within the series CNW 716000 - CNW 716496.

Also enclosed is a check in the amount of \$26.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/anm
Enclosures

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of October 30, 2000, by and between MELLON LEASING CORPORATION ("Assignor") and ALLFIRST BANK ("Assignee").

Assignor, as lessor and Union Pacific Railroad Company, as lessee ("Lessee"), have heretofore entered into that certain Lease of Railroad Equipment Lease Agreement dated as of November 2, 1998 (the "Lease"), pertaining to the boxcars more fully described in Schedule 1 hereto (the "Equipment"). The Memorandum of Equipment Lease with respect to the Lease was filed on December 23, 1998 under Recordation Number 21899 with the Surface Transportation Board (formerly known as the Interstate Commerce Commission) pursuant to 49 U.S.C. §11301.

Pursuant to an Assignment and Assumption Agreement of even date herewith between Assignor and Assignee (the "Assignment and Assumption Agreement") and a Bill of Sale of even date herewith from Assignor to Assignee (the "Bill of Sale"), Assignor has assigned to Assignee the Equipment and the Lease pursuant to the terms and conditions therein; and the parties desire to effect the assignment of the rights of Assignor under the Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee the Lease and the Equipment pursuant to the terms and conditions of the Assignment and Assumption Agreement and the Bill of Sale; and Assignee accepts such assignment.

This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one and the same assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

RECORDATION NO. 21899-A FILED
NOV 6 '00 2-19 PM
SURFACE TRANSPORTATION BOARD

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNOR:

MELLON LEASING CORPORATION

By: 

Michael F. Marks
Vice President

ASSIGNEE:

ALLFIRST BANK

By: 

Christopher A. Pistell
Vice President

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment and Assumption Agreement to be executed as of the date first above written.

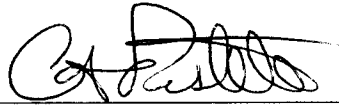
ASSIGNOR:

MELLON LEASING CORPORATION

By: _____
Michael F. Marks
Vice President

ASSIGNEE:

ALLFIRST BANK

By:  _____
Christopher A. Pistell
Vice President

COMMONWEALTH OF PENNSYLVANIA)

) ss

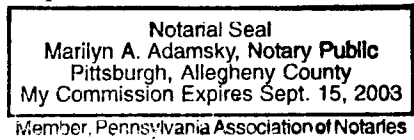
COUNTY OF ALLEGHENY)

On this 30 day of October, 2000, before me appeared Michael F. Marks, the person who signed the foregoing Memorandum of Assignment and Assumption Agreement, who acknowledged that he is a Vice President of Mellon Leasing Corporation and that, being duly authorized, he signed such instrument as a free act on behalf of said Corporation.

[SEAL]

Marilyn A. Adamsky
Notary Public

My commission expires:



STATE OF MARYLAND)

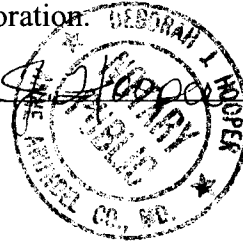
) ss

CITY OF BALTIMORE)

On this 27th day of October, 2000, before me appeared Christopher A. Pistell, the person who signed the foregoing Memorandum of Assignment and Assumption Agreement, who acknowledged that he is a Vice President of Allfirst Bank and that, being duly authorized, he signed such instrument as a free act on behalf of said Corporation.

[SEAL]

Notary Public



My commission expires: 7/27/02

DESCRIPTION OF EQUIPMENT

468 70-ton XM Used Boxcars built new in 1978 bearing the following reporting marks and numbers:

CNW 716000 through and including 716004
CNW 716006 through and including 716009
CNW 716011 through and including 716020
CNW 716022 through and including 716030
CNW 716032 through and including 716034
CNW 716036 through and including 716042
CNW 716045 through and including 716087
CNW 716089
CNW 716091
CNW 716093 through and including 716132
CNW 716134 through and including 716142
CNW 716144 through and including 716150
CNW 716152 through and including 716156
CNW 716158 through and including 716170
CNW 716172 through and including 716223
CNW 716225
CNW 716226
CNW 716228 through and including 716233
CNW 716235 through and including 716257
CNW 716259 through and including 716320
CNW 716323 through and including 716338
CNW 716340 through and including 716344
CNW 716346 through and including 716356
CNW 716358 through and including 716397
CNW 716399 through and including 716413
CNW 716415 through and including 716436
CNW 716438 through and including 716462
CNW 716464 through and including 716491
CNW 716493 through and including 716496